# EXHIBIT 2



**Service of Process** Transmittal

04/24/2019

CT Log Number 535360554

TO: Myrna Goodrich, Paralegal

Aetna, Inc. Law U23S, 1425 Union Meeting Road Blue Bell, PA 19422

RE: **Process Served in Connecticut** 

Aetna Life Insurance Company (Domestic State: CT) FOR:

#### ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Paula Hutcherson, Pltf. vs. AETNA LIFE INSURANCE COMPANY, et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Complaint, Attachment(s)

COURT/AGENCY: PITT COUNTY GENERAL COURT OF JUSTICE, NC

Case # 19CVS1197

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, East Hartford, CT

DATE AND HOUR OF SERVICE: By Certified Mail on 04/24/2019 postmarked on 04/23/2019

JURISDICTION SERVED: Connecticut APPEARANCE OR ANSWER DUE: Within 30 days

ATTORNEY(S) / SENDER(S): James R. Holland

Colombo, Kitchin, Dunn, Ball & Porter, LLP

1698 East Arlingtón Boulevard Greenville, NC 27858

252-321-2020

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/25/2019, Expected Purge Date:

04/30/2019

Image SOP

Email Notification, Desiree Beatty beattyd@aetna.com Email Notification, Jacqueline West WestJ2@AETNA.com Email Notification, PIPER TAYLOR plperry@aetna.com

SIGNED: C T Corporation System ADDRESS: 67 Burnside Ave

East Hartford, CT 06108 302-658-7581/7582/7583 TELEPHONE:

Page 1 of 1 / DA

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts





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# **First Class Mail**

FROM: Colombo, Kitchin, Dunn, Ball & Porter, LLP

1698 East Arlington Boulevard

Greenville NC 27858

**Aetna Life Insurance Company** TO:

C/o CT Corporation Systems, Registered Agent

67 Burnside Ave.

East Hartford, CT 06108-3408

STATE OF NORTH CAROLINA	File No. 19-CVS (97.
PITT County	In The General Court Of Justice ☐ District ⊠ Superior Court Division
Name Of Ptaintiff PAULA HUTCHERSON	
Address C/o Colombo-Kitchin Attorneys, 1698 E. Arlington Blvd.	CIVIL SUMMONS
City, State, Zip	ALIAS AND PLURIES SUMMONS (ASSESS FEE)
Greenville, NC 27858	<u>,                                     </u>
VERSUS Name Of Defendant(s)	. G.S. 1A-1, Rules 3 and 4 Date Original Summons Issued
AETNA LIFE INSURANCE COMPANY, FINANCIAL ADVISORS NETWORK, LTD., CO., BUTLER CAPITAL ADVISORS, INC. AHRENS-NAEF CONSULTING COMPANY, and AMY M. AHRENS, Individually	Date(s) Subsequent Summons(es) Issued
To Each Of The Defendant(s) Named Below:	
Name And Address Of Defendant 1	Name And Address Of Defendant 2
AETNA LIFE INSURANCE COMPANY	FINANCIAL ADVISORS NETWORK, LTD. CO.
C/o C T Corporation Systems, Registered Agent 67 Burnside Ave.	C/o Amy M. Ahrens, Registered Agent 3226 Citation Ave., NW
East Hartford, CT 06108-3408	Kennesaw, GA 30144
documentos!  A Civil Action Has Been Commenced Against You!  You are notified to appear and answer the complaint of the plaintiff a	aintiff or plaintiff's attorney within thirty (30) days after you have been plaintiff or by mailing it to the plaintiff's last known address, and Court of the county named above.
Name And Address Of Plaintiff's Attorney (if nane, Address Of Plaintiff) W. Walt Kitchin	Dete issued 8 9 Time 2:50 AM ETPM
James R. Holland	Signature
Colombo-Kitchin Attorneys, 1698 E. Arlington Blvd.	Talucia W Lest
Greenville NC 27858	Deputy CSC Assistant CSC Clerk Of Superior Court
	·
☐ ENDORSEMENT (ASSESS FEE)	Date Of Endorsement Time
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff,	Signature
the time within which this Summons must be served is extended sixty (60) days.	Deputy CSC Assistant CSC Clerk Of Superior Court
NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION pless are heard by an arbitrator before a trial. The particular so, what procedure is to be followed.	orograms in which most cases where the amount in controversy is \$25,000 or ties will be notified if this case is assigned for mandatory arbitration, and, if
AOC-CV-100, Rev. 4/18 © 2018 Administrative Office of the Courts Case 4.19-cv-00077-BO Document	ver) 1-2 Filed 05/20/19 Page 4 of 55

	eszenietenia		RE	TURN C	F SERVICE	
1 00	ertify that this Summons and	d a copy of the comp	laint we	re receive	d and served as fol	llows:
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Date	Date Served Time Served Name Of Defendant					
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Ш	By leaving a copy of the su person of suitable age and				house or usual pla	ce of abode of the defendant named above with a
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	Name And Address Of Person W	·	orporation	ı, give title of	person copies left with)	
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				DEFEN	DANT 2	·····
Date	Served	Time Served	AM	□РМ	Name Of Defendant	
	By delivering to the defend	lant named above a	copy of	the summ	ons and complaint.	
	By leaving a copy of the superson of suitable age and				house or usual plac	ce of abode of the defendant named above with a
	As the defendant is a corpo below.	oration, service was	effected	l by delive	ring a copy of the s	ummons and complaint to the person named
	Name And Address Of Person With Whom Copies Left (if corporation, give little of person copies left with)					
	Other manner of service (specify)					
	Defendant WAS NOT serve	ed for the following re	eason:			· · · · · · · · · · · · · · · · · · ·
Servi	ice Fee Paid				Signature Of Deputy Sh	neriff Making Return
	Received				Name Of Sheriff (type o	or print)
Date	Of Return				County Of Sheriff	· · · · · · · · · · · · · · · · · · ·

NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION	
PITT COUNTY .	FILE NO. 19-CVS- 1197	
PAULA HUTCHERSON, Plaintiff,	}	
VS.	) COMPLAINT	<b></b>
AETNA LIFE INSURANCE COMPANY FINANCIAL ADVISORS NETWORK, LTD. CO., BUTLER CAPITAL ADVISORS, INC., AHRENS-NAEF CONSULTING COMPANY, and AMY M. AHRENS, Individually, Defendants	PR 18 P 2:	

COMES NOW Plaintiff, complaining of Defendants, alleges and says:

- 1. Plaintiff is, and at all times pertinent hereto has been, a citizen and resident of Pitt County, North Carolina.
- 2. Plaintiff is informed and believes that Defendant Aetna Life Insurance. Company ("Aetna") is a corporation formed and doing business in the State of Connecticut as well as conducting business in all other states, including the State of North Carolina.
- 3. Plaintiff is informed and believes that Defendant Financial Advisors Network, Ltd. Co. ("FAN"), doing business as "Family Advisors Network," is a corporation formed and doing business in the State of Georgia as well as conducting business in various other states, including the State of North Carolina.
- 4. Plaintiff is informed and believes that Butler Capital Advisors, Inc. ("BCA") is a corporation formed and doing business in the State of Ohio as well as conducting business in various other states, including the State of North Carolina.
- 5. Plaintiff is informed and believes that Ahrens-Naef Consulting Company ("Ahrens-Naef"), doing business as "Ahrens-Naef Consulting," is a corporation formed and doing business in the State of Georgia as well as conducting business in various other states, including the State of North Carolina.

- 6. Plaintiff is informed and believes that Amy M. Ahrens, the principal of Ahrens-Naef, is a citizen and resident of the State of Georgia.
- 7. This action arises under the Employer Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 et. seq.
  - 8. The Court has jurisdiction over the subject matter of this action.
  - 9. The Court has jurisdiction over the parties to this action.
- 10. Pitt County is a proper venue for this action because, *inter alia*, Plaintiff resides in Pitt County and the life insurance benefit at issue in this action should have been received in Pitt County.

## FACTUAL ALLEGATIONS

- 11. Aetna issued Group Insurance Policy for FAN, the Group Policyholder, with a Group Policy Number 471143-GI on or about November 21, 2011 having an effective date of January 1, 2012.
- 12. Kenneth Hutcherson was an employee of FAN and was covered as an insured and participant under this Group Insurance Policy between Aetna and FAN for life and disability insurance. FAN was the sponsor of this benefit plan.
- 13. Aetna provided Mr. Hutcherson with a Booklet-Certificate showing his life insurance and disability coverages. The Booklet-Certificate became Mr. Hutcherson's Certificate of Coverage under the Group Insurance Policy between Aetna and FAN. A true and accurate copy of the Booklet-Certificate (the "Policy") is attached hereto as "Exhibit A" and incorporated herein by reference.
- 14. Plaintiff, Paula Hutcherson, was the wife of Mr. Hutcherson and was the designated beneficiary of his life insurance benefits under the Policy.
- 15. As part of the Policy, Aetna issued group life insurance coverage that provides death benefits to employee participants in the event of their spouses' deaths. Under the Policy, Aetna promised to pay Plaintiff as named beneficiary a total of \$200,000.00 in life insurance proceeds upon Mr. Hutcherson's death.
- 16. Mr. Hutcherson's last day of work with FAN was July 22, 2016. Under the terms of the Policy, Mr. Hutcherson's group life insurance coverage would continue for twelve (12) months after his last day of work. After the expiration of twelve (12) months from his last day worked, Mr. Hutcherson would have been eligible to convert his group

life insurance coverage into an individual life insurance policy and make the premium payments himself.

- 17. In April 2017, Plaintiff corresponded with Ahrens-Naef which was retained by FAN to administer the benefit plan pursuant to the Policy. Plaintiff was advised by Ahrens-Naef that the conversion process would take place during the open enrollment period beginning in October 2017 and running until the end of the year, and that the portability information would be sent to Mr. Hutcherson at that time.
- 18. After having her claim for the life insurance benefit denied by Aetna, Plaintiff discovered that conversion of the group life insurance coverage to an individual life insurance policy would have required Mr. Hutcherson, as the insured and participant, to make the election within thirty-one (31) days of his coverage termination on July 22, 2017.
- 19. Aetna continued accepting premium payments for life insurance coverage from Mr. Hutcherson until his death on November 27, 2017.
- 20. Upon the death of Mr. Hutcherson, Plaintiff presented a claim to Aetna for the life insurance benefit. On January 3, 2018, Aetna sent a letter to Plaintiff denying her claim. Aetna advised Plaintiff that Mr. Hutcherson could have continued his life insurance coverage by purchasing an individual life insurance policy within thirty-one (31) days of the date of coverage termination but that Aetna had no record of his having purchased such a policy within that time limitation.
- 21. On February 20, 2018, Plaintiff requested a review by Aetna of its decision to deny her claim as stated in Aetna's January 3, 2018 letter.
- 22. On April 19, 2018, Aetna informed Plaintiff by letter that her appeal was rejected and that the denial of the life insurance benefit was final.
- 23. The representative from Aetna responding to Plaintiff's appeal stated in her denial letter as follows: "Ms. [Amy M.] Ahrens states in her email, the process of converting coverage would not take place until the end of the year, during the annual enrollment period. This information, provided to your client by Ms. Ahrens, an instrument of The Financial Network Group, is incorrect. Aetna is required to adjudicate claims in accordance with the terms of the contract and based on the provisions of the

Policy, the conversion option is required to be executed within 31 days of the date coverage ends and is not subject to annual enrollment restrictions."

- 24. At all times relevant hereto, Defendants were ERISA fiduciaries and owed Mr. Hutcherson as a participant and Plaintiff as a beneficiary all duties described under ERISA.
- 25. Plaintiff and Mr. Hutcherson paid the requisite premiums and otherwise complied with the requirements necessary to cause the continued life insurance coverage, including following the advice and guidance provided by Ahrens-Naef, until Mr. Hutcherson's death.
- 26. Plaintiff and Mr. Hutcherson reasonably relied on the advice and guidance provided by Defendants and reasonably expected them to inform Mr. Hutcherson of any deadline to convert his group life insurance coverage into an individual life insurance policy because Defendants were aware of his terminal illness.

## FIRST CLAIM FOR RELIEF - ERISA

- 27. The allegations contained in Paragraphs 1 through 26 of Plaintiff's Complaint are reiterated herein as if set out verbatim.
- 28. Defendants negligently mishandled the conversion process by advising Mr. Hutcherson and Plaintiff that Mr. Hutcherson could not convert his group life insurance policy to an individual life insurance policy until the end of 2017 when they knew or should have known that such conversion had to be elected within thirty-one (31) days of his last day worked. These actions were a breach of Defendants' fiduciary duties to Mr. Hutcherson and Plaintiff, and proximately caused damages to Plaintiff.

# SECOND CLAIM FOR RELIEF - ERISA

- 29. The allegations contained in Paragraphs 1 through 28 of Plaintiff's Complaint are reiterated herein as if set out verbatim.
- 30. Defendants' actions of continuing to accept premium payments from the insured until his death and refusing to pay the death benefit under the Policy to Plaintiff resulted in a loss of all benefits to Plaintiff under the Policy and have unjustly enriched Defendants to the detriment of Plaintiff.

31. Defendants' acts and/or omissions as set out herein establish a breach of the Policy and equitably estops Defendants from asserting that Mr. Hutcherson was not covered under the Policy at the time of his death.

#### ALTERNATIVE

#### THIRD CLAIM FOR RELIEF

#### **BREACH OF CONTRACT**

- 32. The allegations contained in Paragraphs 1 through 31 of Plaintiff's Complaint are reiterated herein as if set out verbatim.
- 33. The issuance of the Policy by Aetna and the acceptance of Mr. Hutcherson as an insured along with the agreement to administer the benefit plan by Defendants constituted a contract. Mr. Hutcherson paid his premiums in accordance with the Policy. Aetna's failure to pay the death benefit under the Policy to Plaintiff was a breach of this contract, and Plaintiff has been damaged thereby. Defendants' failure to properly administer the benefits plan under the Policy breached this contract thereby damaging Plaintiff.

#### **ALTERNATIVE**

#### FOURTH CLAIM FOR RELIEF

#### BREACH OF FIDUCIARY DUTY

- 34. The allegations contained in Paragraphs 1 through 33 of Plaintiff's Complaint are reiterated herein as if set out verbatim.
- 35. Defendants negligently mishandled the conversion process by advising Mr. Hutcherson and Plaintiff that Mr. Hutcherson could not convert his group life insurance policy to an individual life insurance policy until the end of 2017 when they knew or should have known that such conversion had to be elected within thirty-one (31) days of his last day worked. These actions were a breach of Defendants' fiduciary duties to Mr. Hutcherson and Plaintiff, and proximately caused damages to Plaintiff.

#### **ALTERNATIVE**

## FIFTH CLAIM FOR RELIEF

#### **NEGLIGENCE**

- 36. The allegations contained in Paragraphs 1 through 35 of Plaintiff's Complaint are reiterated herein as if set out verbatim.
- 37. Defendants negligently mishandled the conversion process by advising Mr. Hutcherson and Plaintiff and that Mr. Hutcherson would not convert his group life insurance policy to an individual life insurance policy until the end of 2017 when they knew or should have known that such conversion had to be elected within thirty-one (31) days of his last day worked. These acts and/or omissions constitute negligence continuing until the opportunity to convert the Policy had elapsed and resulted in damages to Plaintiff.

WHEREFORE, Plaintiff prays the Court for relief against the Defendants as follows:

- 1. Payment of Life Insurance benefits in the amount of \$200,000.00 or such other amount of damages as may be shown at trial, or the equitable equivalent by way of a finding of estoppel or waiver against Defendants;
- 2. Enforcement of Plaintiff's rights under the terms of the Policy and with proper consideration of the wrongful acts and/or omissions of Defendants;
- 3. Payment of all costs and attorneys' fees pursuant to ERISA and/or as otherwise authorized by law;
- 4. Payment of pre-judgment and post-judgment interest as authorized by law; and
  - 5. For such other relief as this Court may deem just or proper.

[SIGNATURE PAGE FOLLOWS]

# This the 18 day of April 2019.

Colombo, Kitchin, Dunn, Ball & Porter, LLP Attorneys for Plaintiff

W. Walton Kitchin

N.C. State Bar No. 7844 wkitchin@ck-attorneys.com

James R. Holland

N.C. State Bar No. 28581 jholland@ck-attorneys.com

1698 East Arlington Boulevard

Greenville, NC 27858

Telephone: (252) 321-2020 Facsimile: (252) 353-1096

#### **VERIFICATION**

I, PAULA HUTCHERSON. being first duly sworn, deposes and says that the contents of the foregoing complaint are true of her own knowledge, except as to matters stated upon information and belief; and as to those matters, she believes them to be true.

Jaule Hutcherson

STATE OF NORTH CAROLINA COUNTY OF PITT

Subscribed and sworn to (or affirmed) before me,

this <u>/ 7</u> day of <u>Opril</u>, 2019

Signature: Nelsorah / L K ware

Print Name: DEborah J. Licari

Notary Public

My commission expires: 9-23-23

DEBORAH J LICARI
Notary Public, North Carolina
Pitt County
My Commission Expires
September 23, 2023



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Life Insurance, Dependent Life Insurance and Accidental Death & Personal Loss Coverage - All Full-Time Salaried Employees

> Prepared Exclusively for Financial Network

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EXBIBIT A

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# Table of Contents

T Prof. 1970pt. 12 to 1022 Hr at 1040 flore 1021 History 1974 (1974) 2014 (1974) 1021 1021 1021 1021 1021 1021 1021 102	25 10200 2010 00111111111111111111111111
Important Information Regarding Availability of	Accidental Death and Personal Loss Benefit
Coverage2	Payable1
Coverage for You and Your Dependents2	Total Disability Death Benefit18
Life Insurance Coverage2	Additional Benefits under the Accidental Death and
Accidental Death and Personal Loss Coverage2	Personal Loss Plan18
Eligibility, Enrollment and Effective Date of Your	Third Degree Burn Benefit1
Coverage 3	Passenger Restraint and Airbag Benefit2
Who is Eligible3	Education Benefit2
Employees3	Child Care Benefit2
Determining if You Are in an Eligible Class3	Repatriation of Remains2
Obtaining Coverage for Dependents4	Exclusions That Apply to Accidental Death and
How and When to Entoll5	Personal Loss23
Enrollment5	Changes to Your Coverage Amounts24
When Your Coverage Begins5	Changes in Contributory Coverage2
Your Effective Date of Coverage5	Change in Dependent's Coverage2
Your Dependent's Effective Date of Coverage 5	When Life and Accidental Death and Personal Loss
Your Life Insurance Plan6	Insurance Coverage Amounts are Reduced25
How the Plan Works6	Age Reduction Rules2
Naming Your Beneficiary6	When You Retire2
Conversion Benefit	If You Are Permanently and Totally Disabled 2
Permanent and Total Disability Benefit7	When Coverage Ends26
Permanently and Totally Disabled7	When Coverage Ends For Employees2
Qualifying for the Permanent and Total Disability	Continuation of Coverage26
Benefit	Handicapped Dependent Children2
Amount of Benefit Payable8	Converting to an Individual Life Insurance Policy
When the Permanent and Total Disability Benefit	
Cease8	Eligibility2
Extended Death Benefit9	Features of the Conversion Policy
Accelerated Death Benefit9	Your Premiums and Payments2
The Amount of Accelerated Death Benefit10	Electing Conversion
Requesting an Accelerated Death Benefit10	When An Individual Policy Becomes Effective 2
Accelerated Death Benefit Payment10	Impact of Death during Conversion Application
	Timeframe2
Effect of an Accelerated Death Benefit Payment on:10	If You Are Totally Disabled2
Claims of Creditors11	General Provisions
Tax Consequences11	Legal Action
Dependent Life Insurance	Confidentiality
Life Insurance Portability12	
Eligibility Criteria12	Assignments
Electing Coverage	Claims of Creditors30
Portability Effective Date13	Misstatements30
Features of the Portable Life Insurance	Incontestability
Age Reductions13	Reporting of Claims30
Accidental Death Benefit14	Reporting of Accidental Death & Personal Loss
Permanent and Total Disability Feature14	Claims3
Accelerated Death Benefit14	Reporting of Life Insurance Claims
Premium and Billing Charges14	Payment of Benefits31 Contacting Aetna31
Termination of Coverage15	Contacting Actna31
Your Accidental Death and Personal Loss	Effect of Prior Coverage - Transferred Business 32
Coverage	Glossary *
How the Plan Works16	•
*Defines the Terms Shown in Bold Twoe in the Text of 1	This Document.

# Preface (GRAN 02405-01 GA)

Actna Life Insurance Company (ALIC) is pleased to provide you with this Booklet-Certificate. Read this Booklet-Certificate carefully. The plan is underwritten by Actna Life Insurance Company of Hattford, Connecticut (referred to as Actna).

This Booklet-Certificate is part of the Group Insurance Policy between Aetna Life Insurance Company and the Policyholder. The Group Insurance Policy determines the terms and conditions of coverage. Aetna agrees with the Policyholder to provide coverage in accordance with the conditions, rights, and privileges as set forth in this Booklet-Certificate. The Policyholder selects the products and benefit levels under the plan. A person covered under this plan and their covered dependents are subject to all the conditions and provisions of the Group Insurance Policy.

The Booklet-Certificate describes the rights and obligations of you and Aetna, what the plan covers and how benefits are paid for that coverage. It is your responsibility to understand the terms and conditions in this Booklet-Certificate. Your Booklet-Certificate includes the Schedule of Benefits and any amendments or sides.

If you become insured, this Booklet-Certificate becomes your Certificate of Coverage under the Group Insurance Policy, and it replaces and supersedes all certificates describing similar coverage that Aema previously issued to you.

Group Policy Number: Group Policy Number: Group Policy Effective Date: Issue Date:

Booklet-Certificate Number:

Financial Network GP-471143-GI January 1, 2012 November 21, 2011

1.

(GRAN 02-005-01 GA)

Mark T. Bertolini
Chief Executive Officer and President

Aetna Life Insurance Company (A Stock Company)

# Important Information Regarding Availability of Coverage (CR-9N-02-005-01 GA) No services are covered under this Booklet-Certificate in the absence of payment of current premiums subject to the Grave Period and the Premium section of the Group Insurance Policy.

Unless specifically provided in any applicable termination or continuation of coverage provision described in this *Booklet-Certificate* or under the terms of the *Group Instaunts Polity*, the plan does not pay benefits for a loss, disability, or expense for a health care service or supply incurred before coverage starts or after it ends.

This applies even if the loss, disability, or expense was incurred because of an accident that occurred, began or existed while coverage was in effect. This is subject to the provisions in sections, "Termination of Coverage (Extension of Bonefits)" and "Continuation of Coverage".

Benefits may be modified during the term of this plan as specifically provided under the terms of the Group Insurance Policy or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply for services or supplies furnished on or after the effective date of the modification. There is no vested right to receive the benefits of the Group Insurance Policy or this Booklet-Certificate.

# Coverage for You and Your Dependents (GR-9N 02-005-01 GA)

#### Life Insurance Coverage (CR.9N-02-015-01)

A benefit is payable if you lose your life or a covered dependent loses his or her life while coverage is in effect. Please refer to the *Life Insurance* and *Life Insurance For Your Dependents* sections for more details about covered losses.

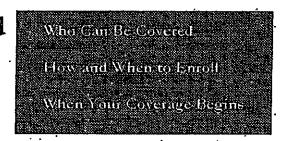
#### Accidental Death and Personal Loss Coverage (CRONOGOSO)

A benefit is payable for certain losses if both of the following occur while your coverage is in effect:

- · You are involved in an accident; and
- You suffer a bodily injury as a direct result of the accident.

Please refer to the Assidental Death and Personal Loss section for more details about covered losses.

# Eligibility, Enrollment and Effective Date of Your Coverage



Throughout this section you will find information on who can be covered under the plan, how to encoll and what to do when there is a change in your life that affects coverage. In this section, 'you', 'your' and 'yours' means you and your covered dependents to whom this Booklet-Certificate is issued and whose insurance is in force under the terms of this group insurance policy.

# Who is Eligible

Your employer determines the criteria that are used to define the eligible class for coverage under this plan. Such criteria are based solely upon the conditions related to your employment. As the will rely upon the representation of the employer as to your eligibility for coverage under this plan and as to any fact concerning such eligibility.

#### **Employees**

You are eligible for coverage under this plan if you are actively at work and:

- · You are in an eligible class, as defined below;
- You have completed any probationary period required by the policyholder; and
- You have reached your eligibility date.

## Determining if You Are in an Eligible Class < 29/JECTION 005/02>

You are in an eligible class if:

You are a regular full-time employee, as defined by your employer.

In addition, to be in an eligible class you must be schedule to work on a regular basis at least 20 hours per week during your Employer's work week.

#### Determining When You Become Eligible

You become eligible for the plan on your eligibility date, which is determined as follows.

#### On the Effective Date of the Plan

If you are in an eligible class on the effective date of this plan, your coverage eligibility date is the effective date of the plan.

#### After the Effective Date of the Plan

If you are hired after the effective date of this plan, your coverage eligibility date is the date you are hired.

If you enter an eligible class after the effective date of this plan, your coverage eligibility date is the date you enter the eligible class.

#### Obtaining Coverage for Dependents (CRON 29-010 02)

Your dependents can be covered under your plan. You may enroll the following dependents:

- Your legal spouse; or
- Your domestic partner who meets the rules set by your employer; and
- Your dependent children.

Aetna will rely upon your employer to determine whether or not a person meets the definition of a dependent for coverage under the plan. This determination will be conclusive and binding upon all persons for the purposes of this plan.

#### Coverage for Domestic Partner (CRON 2000 01)

To be eligible for coverage, you and your domestic partner will need to complete and sign a Declaration of Domestic Partnership.

#### Coverage for Dependent Children

To be eligible, a dependent child must be:

- Unmarried; and
- At least 14 days old, but under age 19; or
- Under age 26, as long as he or she is a full-time student at an accredited institution of higher education and solely depends on your support and has been enrolled for 5 months or more as a full-time student in a post-secondary institution of higher learning or would have been so enrolled and was prevented from doing so by injury or illness.\*
- \* Note: Proof of full-time student status is required each year. This means that the child is enrolled as an undergraduate student with a total course load of at least 12 credits or is enrolled as a graduate student with a total course load of at least 9 credits.

#### An cligible dependent child includes:

- Your biological children;
- Your stepchildren;
- Your legally adopted children;
- Your foster children, including any children placed with you for adoption;
- Any children for whom you are responsible under court order;
- Your grandchildren in your court-ordered custody; and
- Any other child who lives with you in a parent-child relationship.

Coverage for a handicapped child may be continued past the age limits shown above. See Handicapped Dependent Children for more information.

Important Reminder	****************************	***************************************		
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## How and When to Enroll (CR4N 29 015-02)

#### Enrollment

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by Aetna and your employer. To complete the enrollment process, you will need to provide all requested information for yourself and your eligible dependents including any evidence of good health. You will also need to agree to make required contributions for any contributory coverage. Your employer will determine the amount of your plan contributions, and will advise you of the required amount. Your contributions will be deducted from your pay. Remember plan contributions are subject to change.

You will need to enroll within-31 days of your eligibility date.

For Dependent Life Insurance, newborns are automatically covered from the 14th day until the 31st day after birth. To continue coverage after 31 days, you will need to complete a change form and return it to your employer within the 31-day empliment period.

# When Your Coverage Begins "

# Your Effective Date of Coverage

Your coverage takes effect on the later of:

- The date you are eligible for coverage; or
- The date you return your completed enrollment information.

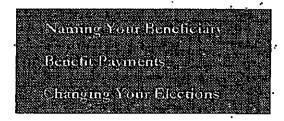
Active Work Rule: If you happen to be ill or injured and away from work on the date your coverage would take effect, the coverage will not take effect until you return to full-time work for one full day. This rule also applies to an increase in your coverage.

#### Your Dependent's Effective Date of Coverage

Your dependent's coverage takes effect on the same day that your coverage becomes effective, if you have enrolled them in the plan by then.

Note: New dependents need to be reported to Aetna within 31 days because they may affect your contributions.

# Your Life Insurance Plan



Life insurance is an important component of your financial-planning. The Life Insurance Plan pays a benefit to your beneficiary if you die while covered by the plan. Refer to the Schedule of Life Insurance Benefits for information about the plan's benefit. This section will help you understand the following:

- Naming a Beneficiary
- Payment of Benefits
- · How to convert your coverage, and
- How to change coverage amounts

## How the Plan Works (CR. ON OS DOS)

#### Naming Your Beneficiary

(This beneficiary provision also applies if you die and are covered for Accidental Death and Personal Loss Coverage.)

A beneficiary is the person you designate to receive life benefits if you should die while you are covered. You may name anyone you wish as your beneficiary. You may name more than one beneficiary. You will need to complete a beneficiary designation form, which you can get from your employer.

If you name more than one primary beneficiary, the life insurance benefits will be paid out equally unless you stipulate otherwise on the form. If you name more than one primary beneficiary and the amount or percentage of the payment to your primary beneficiaries does not equal 100% of your life insurance amount, the difference will be paid equally to your named primary beneficiaries.

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to your employer or to Aetna. The beneficiary change will be effective on the date you sign a new beneficiary designation form.

Prior to your death, you are the only person who can name or change your beneficiary. No other person may change your beneficiary on your behalf, including, but not limited to, any agent under power of attorney, whether dumble or non-durable, or other power of appointment.

Aetna pays life insurance benefits in accordance with the beneficiary designation it has on record. Any payment made before Aetna receives your request for a beneficiary change will be made to your previously designated beneficiary. Aetna will be fully discharged of its duties as to any payment made, if the payment is made before Aetna receives notification of a change in beneficiary.

#### If Your Beneficiary Dies Before You

If one of your named primary beneficiaries dies before you, his or her share will be payable in equal shares to any other named primary beneficiaries who survive you. If you have named a contingent beneficiary, your contingent beneficiary will only be paid if all primary beneficiaries die before you.

# MVMPUMAP02

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, payment will be made as follows to those who survive you:

- Your spouse or domestic partner, if any.
- If there is no spouse or domestic partner, in equal shares to your children.
- If there is no spouse; or domestic partner or you have no children, to your parents, equally or to the survivor.
- If there is no spouse; or domestic partner, or you have no children, or parents, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

#### If Your Beneficiary Is a Minor

The method of payment will differ if your beneficiary is:

- A minor, or
- · Legally unable to give a valid release for payment of any Life Insurance benefit, in Aetna's opinion.

Aetna will issue (as permitted by applicable state law) the life insurance payment to:

- The guardian of your beneficiary's estate; or
- The custodian of the beneficiary's estate under the Uniform Transfer to Minors Act, or
- An adult caretaker/legal guardian.

Actna will be fully discharged of its duties as to the extent of the payment made. Actna is not responsible for how the payment is used.

#### Conversion Benefit (CRON 03-010-01)

A life conversion option may be available without a medical exam if you apply for it within 31 days of your loss of eligibility under the plan. For more information about the conversion provision, refer to the Commiss section.

# Permanent and Total Disability Benefit (GRANO3045 01)

In the event you become disabled as the result of a disease or injury, you may be eligible for a permanent and total disability benefit if Aetna determines that you are permanently and totally disabled. You will not have to make any further contributions for life insurance coverage, and your employer will not have to make premium payments on your behalf.

Livou were insured for any Accidental Death and Personal Loss Coverage: thereoverage ends on the date this section applies to your late lastimate goverage. If you were insured for Dependent late insurance, you will have the option to convert their coverage when this section applies to you.

#### Permanently and Totally Disabled

You will be considered permanently and totally disabled under this plan if disease or injury prevents you from:

- Working at your own job or any other job for pay or profit; and
- Being able to work at any reasonable job. A "reasonable job" is any job for pay or profit which you are, or may reasonably become, qualified for by education, training, or experience.

# Qualifying for the Permanent and Total Disability Benefit (CR.9N 03-040 01) You must meet all of the following criteria to qualify for this benefit:

- You must be insured under this plan when you stop active work due to your disease or injury;
- You must be under age 60 when you stop active work; and
- You must be absent from active work for 9 consecutive months without interruption.

Stopping active work means the date you are no longer physically at your job performing the duties of your job.

You must give Aema a written notice of claim for this extended benefit. Aema must receive your notice within 12 months from the date you stop active work. If your written notice is not received within 12 months of the date you stop active work, you will not be eligible for this benefit extension.

You must furnish proof of your permanent and total disability upon request by Aetna. Aetna also has the right to have a physician examine you, at no cost to you. Aetna will use the information to help determine if you are permanently and totally disabled.

#### Amount of Benefit Payable (CR-9N 0304501)

Your extended benefit will be equal to the amount you were insured for on the date your permanent and total disability began, however, coverage will be reduced as described in the section called "When Life Insurance Contrage Amounts are Reduced."

## When the Permanent and Total Disability Benefit Cease (CR.5NO)-050 01)

This benefit extension will stop when the first of the following occurs:

- The date Aetna sends you a request (at the most recent address in its records) for:
  - An exam or proof that you are still permanently and totally disabled; and
  - You do not go for the exam or provide proof of your continued disability within 31days of that date.
- The date you are able to work at any reasonable job;
- The date you begin working at any job for pay or profit;
- The date you retire;
- The date you teach the amended 1983 Social Security Normal Retirement Age. See the chart below.

Birth Year	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939 .	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959 .	67

After your insurance has been extended continuously for 2 years, Aetna will not require an exam or proof more than once in a 12 month period.

You will be eligible to convert to an individual life insurance policy, as if your employment had ended, when this benefit extension ceases. Refer to the *Conversion* section for more details. However, if you become eligible for life insurance under any group policy within 31 days of the date this benefit extension ceases, conversion is not allowed.

#### Extended Death Benefit (CR-9N 03-000 01)

Aetna will pay your beneficiary the amount of life insurance that may be extended under the permanent and total disability feature. Your beneficiary must give Aetna proof that all of the following apply:

- Your life insurance premium payments ended while you were absent from work due to disease or injury and before Aema received your written notice of claim for the permanent and total disability benefit;
- You were continuously absent from active work until the time of your death;
- Your death occurred no later than 12 months after premium payments stopped;
- You would have qualified for the permanent and total disability benefit except that:
  - You were not absent from work for 9 consecutive months without interruption; or
  - Aetma had not yet received or approved your claim for the permanent and total disability benefit.

Your beneficiary must give Aetna written notice of your death within 12 months of your death. If Aetna does not receive the notice, Aetna will not be obligated to pay this benefit.

When Aetna approves a claim for any benefit under this feature, the benefit will be in full settlement and satisfaction of Aetna's obligations. After you cease active work with your employer due to disease or injury, you must ensure that Aetna and your employer have current beneficiary information on file. If current beneficiary information is not sent to Aetna in writing, and, your employer has discontinued the Plan with Aetna, Aetna will have the right to rely on the most recent beneficiary information that Aetna has on file at the time of claim and will be fully discharged of its duties as to any payment made.

If you have an individual policy that was issued to you under the conversion privilege, your rights under this section may be restored only if you give up your conversion policy and do not make a claim for benefits under the conversion policy. Any premium already paid for the conversion policy will be returned to your beneficiary, minus any dividends or outstanding loans, on surrender of this policy.

## Accelerated Death Benefit (CR-9N 03-075 02)

The plan's Accelerated Death Benefit feature allows you to receive a partial life insurance benefit if you, your spouse or your domestic partner are:

- Diagnosed with a terminal illness and not expected to survive more than the ADB Months; or
- Diagnosed with one of the following medical conditions:
  - Amyotrophic Lateral Sclerosis (Lou Gehrig's disease);
  - End stage heart, kidney, liver and/or pancrentic organ failure and you are not a transplant candidate;
  - A medical condition requiring artificial life support, without which you would die; or
  - A permanent neurological deficit resulting from a cerebral vascular accident (stroke) or a traumatic brain
    injury which are both expected to result in life-long confinement in a hospital or skilled nursing facility.

Important Remander

You cannot request an Accelerated Death Benefit payment if you have assigned your life insurance Benefit; jors he life

#### The Amount of Accelerated Death Benefit

You can request up to the Accelerated Death Benefit percentage of the life insurance that is currently in effect for the person for whom you are making the request. The amount you request cannot be:

- Less than the Accelerated Death Benefit minimum; or
- More than the Accelerated Death Benefit maximum.

You may request and receive an Accelerated Death Benefit under this plan only once on your own behalf, and only once on behalf of any spouse or domestic partner.

#### Requesting an Accelerated Death Benefit (CR.9N 03-020 02)

To request the Accelerated Death Benefit, you must complete and submit a request form to Aetna. The request form must include:

- A statement of the amount requested; and
- A physician's statement verifying that you are suffering from a non-correctable terminal illness, or, are
   suffering from one of the listed medical conditions that is expected to result in a drastically limited life span. The statement must also provide the following information:
  - All medical test results;
  - Laboratory reports; and
  - All supporting documentation and information on which the physician's statement is based.

Submit the form to Aema. Aema may, at its own expense, require you or your spouse or domestic partner to submit to an independent medical exam by a physician it chooses. Aema will not process your Accelerated Death Benefit request until the exam has been completed and Aema has received the results.

#### Aetna May Refuse Your Accelerated Death Benefit Request:

Aetna may stop processing your Accelerated Death Benefit request or refuse your Accelerated Death Benefit request

- The group policy terminates coverage for your eligible class before Aema approves your Accelerated Death Benefit request (even if all or part of your life insurance coverage continues for any reason);
- All of your, or your spouse's or domestic partner's life insurance coverage terminates under the group policy for any reason before Aetna approves your Accelerated Death Benefit request; or
- You die before Aetma issues the Accelerated Death Benefit payment.

#### Accelerated Death Benefit Payment (CR-9N 03 085 02)

If your request is approved, Aetna will pay you the Accelerated Death Benefit in a lump sum. The amount will be reduced by an interest charges that would have accrued on the requested amount.

 The interest charge is equal to the sum of daily interest that would have accrued on that amount during the Accelerated Death Benefit months that follow your request for an Accelerated Death Benefit payment.

Umportant Reminder

The interest rate is self-to calculate the interest charge will not except the raction well on 200 day Treatury bills on the date the Academic Death Benefit payment is unjusted.

#### Effect of an Accelerated Death Benefit Payment on:

#### Your Life Insurance Benefit

The amount of life insurance covering you will be reduced by the amount of the Accelerated Death Benefit payment, plus the interest charges.

#### Life Conversion

An Accelerated Death Benefit payment affects the amount of life insurance you are eligible to convert to an individual policy. The converted amount will be limited to the reduced amount of life insurance after the Accelerated Death Benefit payment.

Refer to the Conversion section for more information about the conversion privilege.

#### Extended Benefits Under the Permanent and Total Disability Feature

You may apply for an Accelerated Death Benefit payment if you have qualified for an extension of your life insurance because of your permanent and total disability, as long as you have not previously requested and received an Accelerated Death Benefit payment. All of the terms of the Accelerated Death Benefit feature will apply to an Accelerated Death Benefit request you make while your life insurance is being extended under the terms of the permanent and total disability provision

For more information about the permanent and total disability provision, refer to the *Permanent and Total Disability* section.

#### Claims of Creditors (CR-9N 03-090 01)

To the extent allowed by law:

- f Your Accelerated Death Benefit payment is exempt from any legal or equitable process for your debts; and
- You are not required to request an Accelerated Death Benefit in order to satisfy claims of creditors.

#### Tax Consequences

You may wish to carefully consider the tax consequences of requesting an Accelerated Death Benefit. Consult your counsel or tax advisor before proceeding with the request.

#### Important Remind

While Azone cannot after your or your employer legal as our advice, which hold consult with your tax advisor before your equies an Accelerated Death Benefit since the him out of the Accelerated Death Benefit your econy may be a subject to income taxes upon receipt of the Accelerated Death Benefit payment.

# Dependent Life Insurance (GRAN 0301001)

Dependent life insurance pays a benefit to you if one of your covered dependents dies at any time or place. Actna will pay the benefit in one lump sum. If you are not living at the time the benefit is paid, the payment will be made to your executors or administrators. Actna has the option to make this payment to your spouse.

The following dependents are not eligible for dependent life insurance:

- Full-time, active military personnel; and
- Children less than 14 days of age.

Refer to Eligibility for more information about dependent eligibility.

# Life Insurance Portability (CRON STONS OIL)

Life Insurance coverage may be continued if coverage under the group plan ends because:

- you stop employment;
- you are no longer in a class that is eligible for coverage, or
- your dependents lost coverage when they no longer qualify as a covered dependent.

#### Eligibility Criteria

You or your dependent may elect to continue life insurance coverage under this provision if:

- The amount of your life insurance is at least \$5,000;
- The amount of your spouse's or domestic partner's life insurance is at least \$1,000;
- The amount of your dependent child's Life Insurance, is at least \$1,000;

You may elect to continue your dependent life insurance coverage under this provision only if you elect to continue your own life insurance coverage.

You may not elect to continue any life insurance coverage under this provision if:

- you are older than age 98;
- your dependent spouse or domestic partner is older than age 98;
- your dependent child is less than 12 months to reach the age where he or she will not meet the plan's definition of a dependent child;
- you are ill or injured and away from work on the date your coverage stops under this plan;
- coverage under the group policy is canceled and replaced by like coverage under another policy;
- coverage under the group policy is canceled because your employer has gone out of business; and
- coverage has been converted to an individual life policy in accordance with the plan's conversion privilege.

The Life Insurance Conversion provision does not apply to any amount of your life insurance for which you elect coverage under this provision. It may be available for:

- any amount of your life insurance to which the terms of this provision do not apply;
- any amount of your life insurance to which the terms of this provision apply, but for which you do not elect coverage under this provision; or
- any amount of your life insurance in force under this provision that stops because of age.

#### **Electing Coverage**

You must submit a written request within 31 days after your life insurance coverage under the group plan ends.

#### To do so you must:

- Obtain a portability request form from your employer and complete it.
- Submit evidence of good health if you are applying for more than the maximum that can be applied for without
  evidence of good health.
- Submit the first premiums due, for the amounts not requiring evidence of good health with the completed request form to Actua.

#### Portability Effective Date

Life insumnce coverage, which does not require evidence of good health, continued under this provision will become effective following the end of the 31 day election period if you have completed a portability request form and submitted the first premium.

Life insurance coverage which requires evidence of good health under this provision will become effective on the date Aetna approves your evidence of good health. You are required to submit premium for the amount of life insurance requiring evidence of good health within 31 days of Aetna's approval.

Your effective date of coverage under the portability feature is called your portability date.

#### Features of the Portable Life Insurance

All of the terms and conditions of the group life insurance will apply under the portability provision, except where noted.

Maximum Amount	You ,	Dependent Spouse or Domestic Partner	Dependent Children
The maximum amount, without evidence of good health, will be the lesser of the amount of insurance when coverage ends and	\$500,000	\$100,000	\$5,00 <b>0</b>

At time of application, you can elect a smaller amount of life insurance for yourself, as long as the amount is:

- Available under the group plan for your employment classification;
- More than the amount for your spouse, domestic partner, or dependent child; and
- Permitted by any applicable law.

#### Age Reductions

The amount of your, your spouse's or domestic partner's life insurance in force reduces over time due to age. It will never decrease below \$5,000. The following Age Reduction Chart illustrates the reduction(s).

Effective Date	Reduction Amount
January first following age 65	35% of original amount or \$5,000
January first following age 70	60% of original amount or \$5,000
January first following age 75	75% of original amount or \$5,000

When you continue your life insurance coverage under this provision and your, your spouse's, or domestic partner's age is 65 years or older, the life insurance benefit amount will be limited to the reduction amount shown in the above Chart.

The conversion privilege does not apply to any amount of life insurance for which you elect coverage under this provision. However, the conversion privilege may be available for:

- Any amount of life insurance to which the terms of this portability provision do not apply;
- Any amount of life insumance to which the terms of this portability provision apply, but for which you do not elect coverage under this provision;
- Any amount of life insurance in force under this provision that ceases because of age.

#### Accidental Death Benefit

The plan will also pay an accidental death benefit if:

- You die before age 70 while your life insurance is in force under the portability provision; or
- · Your spouse or domestic partner dies while his or her life insurance is in force under the portability provision.

The accidental death benefit is in addition to the life insurance benefit payable under the portability provision and is only payable if you have elected to be covered for the accidental death benefit.

Aetna must receive proof that death:

- Was a direct result of a bodily injury suffered in an accident; and
- Occurred within 365 days after the accident and while this plan was in force.

#### Limits

Not all events, which may be suled as "accidental", are covered by this Plan. Refer to the Exclusions that Apply to Accidental Death and Personal Loss Coverage section of this Booklet-Certificate for a list of exclusions that apply to this provision.

#### Permanent and Total Disability Feature

The plan's permanent and total disability feature is available to you only. It is not available to any of your covered dependents. It applies only to disabilities that begin after you have paid your first premium for this coverage. However:

The permanent and total disability feature is the same as the life plan's permanent and total disability feature. All terms and conditions set forth under the permanent and total disability feature under the life insurance plan continue to apply. Please refer to Permanent and Total Disability in the life plan section of this Booklet-Certificate.

You are permanently and totally disabled only if disease or injury stops you from working at any reasonable job, as defined in the Permanent and Total Disability Feature.

 Any insurance extended under this feature will cease on the first anniversary of your portability effective date following the date you reach age 99.

#### Accelerated Death Benefit

The accelerated death benefit provision, if included in the life plan, does not apply to life insurance in force under this portability provision.

#### Premium and Billing Charges

Your premiums for fully contributory coverage under this provision will change on your portability date, and on each subsequent January 1.

Premiums for coverage under this provision will be paid directly to Aema.

The premium rate will include a fee for the direct billing services Aetna provides. The fee for direct billing may change, but not more than once a year.

#### Termination of Coverage

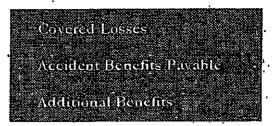
Your life insurance coverage under this provision will end on the first to occur of:

- 31 days following the date the required premium contribution for the coverage is due and not paid.
- The date of your death.
- The first anniversary of your Portability Effective Date following the date you reach age 99.

Life insurance coverage for your dependents will end:

- For your spouse or domestic partner, the first anniversary of his or her portability date following the date your spouse or domestic partner reaches age 99.
- For your dependent child, the first anniversary of his or her portability date following the date he or she reaches his or her eligibility age for portability coverage.
- The date either the spouse, domestic partner or child can no longer qualifies as a defined dependent.
- The date of your death.

# Your Accidental Death and Personal Loss Coverage



Accidental Death and Personal Loss Coverage (ADPL) covers losses you, suffer solely and as a direct result of an accidental bodily injury that occurs while covered by the plan. Benefits are payable to your beneficiary if you die, or to you if you suffer any other covered loss in an accident.

Refer to the Schedule of Benefits for additional information about your ADPL benefits.

## How the Plan Works (GR. 9N 04-005 01)

#### Covered Losses

The plan covers a loss you, suffer solely and as a direct result of bodily injury that happens while you, are covered by the plan. The loss must be caused directly, and apart from any other cause, by that bodily injury within 365 days after the accident.

#### Loss means:

- Loss of life.
- Loss of a hand by actual and permanent severance at or above the wrist joint.
- Loss of a foot by actual and permanent severance at or above the ankle joint.
- Complete and irrecoverable loss of sight in the eye.
- Total and permanent loss of speech or hearing in both ears.
- Loss of the thumb and index finger of the same hand by actual and permanent severance at or above the
  metacarpophalangeal joint of both fingers.

Loss of speech or hearing is considered permanent if it has lasted for 12 months in a row; unless the attending physician states otherwise.

#### Loss Due to Paralysis

The plan pays a benefit if you, are paralyzed solely and as a direct result of an accidental bodily injusy that happens while covered by the plan. The paralysis must:

- Be caused directly and solely by the bodily injury;
- Be complete and irrecoverable; and
- Begin within 30 days of the accident.

#### The following forms of paralysis are covered by the plan:

- Quadriplegia: paralysis of both upper and lower limbs.
- Paraplegia: paralysis of both lower limbs.
- Hemiplegia: paralysis of the upper and lower limbs on one side of the body.
- Uniplegia: paralysis of one limb.

#### A limb means the entire arm or leg.

#### Exposure

Loss of life caused by exposure to natural or chemical elements will be treated as accidental if the exposure was a direct result of an accident.

#### Disappearance

The plan will pay an accidental death benefit if your body is not found, and no contrary evidence about the circumstances of your disappearance anses, within one year of the accidental disappearance, sinking, or wrecking of a conveyance you, occupied.

Accidental Death and Personal Loss Benefit Payable (CR.9N 04-11001)

If you die, or suffer a covered loss solely and as a direct result of a bodily injury within 365 days of the date of the date of the accident causing the injury, the plan will pay a benefit. The benefit is expressed as a percentage of the principal sum. The principal sum is the full benefit payable by the plan. The following table defines the benefit payable for each type of loss.

Covered Loss	Percentage of the Principal Sum Paid By the Plan
Loss of Life -including exposure and presumed disappearance.	100%
Loss of both feet, both hands, or the sight in both eyes	100%
Loss of both speech and hearing in both ears	100%
Loss of one hand, one foot or the sight in one eye	50%
Loss of speech or hearing in both ears	50%
. Loss of thumb and index finger of the same hand	25%
If the third degree burn covers:	the benefit payable is:
75% or more of your body	100% of your principal sum
50%-74% of your body	50% of your principal sum
Coma	5% of your principal sum

#### **Paralysis**

If you, are paralyzed solely and as a direct result of a bodily injury, and the paralysis begins within 30 days of the injury, the plan will pay a benefit. The benefit is expressed as a percentage of the principal sum, as shown in the following table:

Covered Loss .	Percentage of the Principal Sum Paid By the Plan
Quadriplegia	100%
Paraplegia or hemiplegia	50% .
Uniplegia	25%

#### Payment of Benefits

The plan will pay all the benefits, except for loss of life, to you. The benefit for the loss of life will be paid to the beneficiary you named.

#### Maximum Benefit

The plan will pay up to the principal sum for all losses, (including paralysis and coma), that result from one accident, except as may be provided under Special Forms of Coverage.

# Total Disability Death Benefit (CR. ON 04-020 01) (CR. ON 04-015 01)

The plan will pay a benefit equal to the principal sum if you become totally disabled solely and as a direct result of a bodily injury, and:

You remain continuously disabled from the date of the accident until your death; and

You die while you are covered by the plan.

Aetna must be notified of your death within 12 months of the date of your death. The payment will be issued to your beneficiary. The amount of the payment will be reduced by any other ADPL payment the plan makes for the same accident.

# Additional Benefits Under the Accidental Death and Personal Loss Plan (CR-9N04-025 01)

This section describes additional losses that may be covered by the ADPL plan if the losses are solely and as a direct result of an accident. You must be covered by the plan at the time of the accident that causes the loss and the loss must occur within 365 days of the accident.

#### Coma Benefit (CR-9N 04-010 01)

The plan will pay a monthly benefit if you, suffer a bodily injury and are in come solely and as a direct result of an accident, if all of the following occur while covered by the plan:

- The bodily injury is caused by a covered accident; and
- You become comatose within 30 days after the accident; and
- The come is the direct result of your accident; and
- You remain continually comatose for at least 30 days in a row.

Written proof that you are in a coma must be provided to Aetna within 60 days after the date you become comatose.

#### When Monthly Coma Benefits Start

The first monthly benefit will be payable on the first day of the month following the date you have been in a coma for at least 30 days.

#### Monthly Coma Benefit

The plan will pay a monthly benefit equal to:

- Your principal sum; minus
- Any other ADPL payment the plan makes or may make for injuries resulting from the same accident; times
- the coma benefit percentage.

## ImportantiNote. Your principal sum is the maximum physicle for all the losses sessions from the same accident.

The monthly benefit is payable for 11 months. After you have been continually comatose for 12 months, the plan will pay the remainder of the principal sum.

If the monthly payments are less that \$20 each, the payments will be paid in one lump sum on the first day of the month following the date you, have been continually comatose for 12 months.

Aetna has the right to require proof that the coma continues. Aetna may, at its own expense, examine you while comatose. Aetna will not request an exam or proof more than twice in a 12-month period.

#### When Coma Benefits End

The monthly benefit is payable as along as the comia continues, until the earliest of the following occurs:

- You are no longer in a coma because you, have died or, recovered, or your, condition has changed, as certified by a physician;
- · Aetna requests an exam, and it is not performed, or the results are not given to Aetna;
- Aetna is not given proof that the coma continues; of
- The plan pays your principal sum in full.

# Addinonal Information The plan will not pay a committened at: No particularly survives you or No particularly has been named: No administrate lamply members or to who as the benefit may be part; at Aethia's discretion, survives you. Immediate family members include, your spouse, your children, your parents, and your brothers and sisters, and No amediate of the estate or conservator of the estate has been appointed.

#### Third Degree Burn Benefit (CR.9N 04-11001)

The plan will pay a third degree burn benefit if:

- You suffer third degree burns solely and as a direct result of an accident covered by this plan; and
- The accident occurs while you are covered by the plan.

#### Third Degree Burn Benefit Payable

The benefit payable is based on the principal sum and the extent of the burns.

If the Third Degree Burn Covers	the benefit payable is:
75% or more of your body	100% of your principal sum
50%-74% of your body	50% of your principal sum .
25%-49% of your body	25% of your principal sum

Proof of the nature and extent of the burns must be submitted to Aetna.

limportant Note
The principal curry is the maximum payable for all susses occurring to one person as the estum of the same accidents.

If you later die as the result of the same accident, the ADPL Plan death benefit will be:

- Your principal sum, minus
- Any amount already paid by the plan for the same accident.

#### Passenger Restraint and Airbag Benefit (CRONOLO2501)

The plan will pay a passenger resumint benefit if:

- · You are the driver of, or a passenger in, a motor vehicle; and
- The motor vehicle is involved in an accident, and
- You die as a direct result of the motor vehicle accident; and
- Death occurs within 365 days of the accident; and
- You were properly using a passenger restraint at the time of the accident; and
- The driver of the car had a valid motor vehicle license at the time of the accident.

The plan will also pay an airbag benefit if:

- An airbag is activated as the result of the same motor vehicle accident; and
- The airbag system does not save the life of the person it was designed to protect.

The plan will pay the airbag benefit only if you are properly using a passenger restraint at the time of the accident.

#### Benefit Payable

The benefit payable depends on whether you were using a passenger restraint properly at the time of the accident and whether the airbag deployed:

At the time of the accident, if you:	and the Airbag	the plan will pay:
Used the passenger restraint properly,	Deployed,	Passenger restraint benefit; and Airbag benefit.
Used the passenger restraint properly,	Did not deploy,	Passenger restraint benefit
Did not use the passenger restraint properly,	Deployed,	No benefit.
Did not use the passenger restraint properly,	Did not deploy	No benefit.

Aetna must receive verification that

- You were using the passenger restraint system at the time of the accident, and
- · For the airbag benefit, the airbag system was activated by the accident.

The verification must be part of the official accident report or certified, in writing, by the investigating officer(s).

Refer to the Schedule of Benefits for the benefit payable.

#### Education Benefit

The education benefit will help provide for your child's education and give your surviving spouse financial help for the cost of employment training of you die as the result of an accident.

The plan will pay an education benefit if:

- You die solely and as a direct result of an accident, and
- Your death occurs within 365 days of the accident.

#### MVMPUMAPO2

#### Education Benefit for Your Dependent Children

#### Eligible Dependent Children

Your dependent child must meet all the following requirements to be eligible for educational benefits:

- The child is your unmarried:
  - Biological child;
  - Adopted child;
  - Stepchild; or
  - Any other child you support that lives with you in a parent-child relationship;
- The child:
  - Is attending school (school means kindergarten through the 12th grade of high school), or
  - Is past the 12th grade, but under the age of 23; and
  - Is attending college or trade school on a full time basis at the time of your death; or
  - Enrolls in collège or trade school on a full-time basis within 365 days after the claim has been approved.

#### Educational Benefit Payable

The benefit payable is expressed as a percentage of your principal sum if you die.

Refer to the Schedule of Benefits for the benefit payable.

The first payment will be made when:

- Your ADPL benefit is paid; and
- Aetna receives written proof that the dependent child is attending school as defined above.
- Subsequent education benefit payments will be made in annual installments, for up to three more years. The
  payment will be issued on the anniversary of the payment as long as your dependent child remains in school as
  defined above.

Actna will issue payment directly to a dependent child who has reached the age of majority. For a minor child or a child who, in Actna's opinion, is legally unable to give a valid release for the payment of any life insurance benefit, Actna will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minor's Act; or
- The adult caretaker/legal guardian, as peonitted under State law.

#### When Education Benefits End for a Dependent Child

The plan will pay the benefits until the eadiest of the following occurs:

- Four years from the date of your death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that Aetna requests satisfactory written proof that the child continues to qualify as a dependent child, and that proof is not given to Aetna.

#### Education Benefit for Your Surviving Spouse

The plan will pay an educational benefit to your surviving spouse who, as the result of your death, enrolls in an employment training program to obtain or supplement an independent source of income.

The education benefit will be paid to your surviving spouse, regardless of who is named as beneficiary for your life insurance.

#### **Education Benefit Payable**

Refer to the Schedule of Benefits for the benefit payable.

The first payment will be made when:

- Your ADPL death is paid; and
- Aetna receives written proof within 365 days after the claim has been approved that your spouse is enrolled in an employment training program.

Subsequent education benefit payments will be made in annual installments, for up to three more years. The payment will be issued on the anniversary of the first payment, as long as your spouse remains enrolled in an employment training program.

### When Education Benefits End For Your Spouse

The plan will pay benefits until the earliest of the following occurs:

- Four years from the date of your death; or
- 30 days from the date that Aetna requests satisfactory written proof that your spouse is enrolled in an employment training program and that proof is not given to Aetna.

#### Child Care Benefit

The plan will pay child care benefit for each eligible dependent child if:

- You die solely and as a direct result of an accident; and
- Your death occurs within 365 days of the accident.

#### Eligible Dependents

Your dependent child must meet all of the following requirements to be eligible for child care benefits:

- The child is your.
  - Biological child;
  - Adopted child;
  - Stepchild; or
  - Any other child you support that lives with you in a parent-child relationship;
- The child is under the age of 13; and
- The child:
  - Is enrolled in a legally licensed day care center on the date of the accident, or
  - Is subsequently enrolled in a legally licensed day care center within 90 calendar days after the date the claim is approved.

#### Child Care Benefit Payable

The benefit payable is expressed as a percentage of your principal sum if you die.

Refer to the Schedule of Benefits for the benefit payable.

Important Note

If both you and your spouse die begasse of the same accident; the plan will pay a single child care benefit based on a
your principal sum.

The first payment will be made when your ADPL benefit is paid. Actna must receive written proof that the dependent child is enrolled in a legally licensed child care center.

Subsequent child care benefit payments will be made in annual installments, for up to three years. The payment will be issued on the anniversary of the first payment, as long as your dependent child remains enrolled in a legally licensed child care center.

#### Actna will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minors Act; or
- The adult caretaker/legal guardian, as permitted under state law.

### When Child Care Benefits End for a Dependent Child

The plan will continue to pay benefits until the earliest of the following occurs:

- Four years from the date of your death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that Aetna requests satisfactory written proof that the child continues to qualify as adependent child, and that proof is not given to Aetna.

### Repatriation of Remains (GRAN 04040)

The plan pays a benefit for the preparation and transportation of your body to a mortuary if you die more than 200 miles from your principal place of residence.

The repatriation of remains benefit is payable if:

- You die solely and as a direct result of an accident by this plan;
- Your death occurs within 365 days of the accident;
- The accident occurs outside a 200 mile radius from your principal place of residence; and
- An ADPL death benefit is payable.

Refer to the Schedule of Benefits for the benefit payable.

## Exclusions That Apply to Accidental Death and Personal Loss

Not all events which may be ruled accidental are covered by this plan. No benefits are payable for a loss caused or contributed to by:

- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used
  only to carry passengers (with or without cargo.)
- Bodily or mental infirmity.\*
- Commission of or attempting to commit a criminal act.
- Illness, ptomaine or bacterial infection.\*
- Inhalation of poisonous gases.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Ligature strangulation resulting from auto-erotic asphyxiation.
- Intentionally self-inflicted injury.
- Medical or surgical treatment\*.
- 3<sup>rd</sup> degree burns resulting from sunburn.
- Use of alcohol.
- Use of drugs, except as prescribed by a physician.

- Use of intoxicants.
- Use of alcohol or intoxicants or drugs while operating any form of a motor vehicle whether or not registered for land, air or water use. A motor vehicle accident will be deemed to be caused by the use of alcohol, intoxicants or drugs if it is determined that at the time of the accident you or your covered dependent were:
  - Operating the motor vehicle while under the influence of alcohol as a level which meets or exceeds the level
    at which intoxication would be presumed under the laws of the state where the accident occurred. If the
    accident occurs outside of the United states, intoxication will be presumed if the person's blood alcohol level
    meets or exceeds .08 grams per deciliter; or
  - Operating the motor vehicle while under the influence of an intoxicant or illegal drug; or
  - Operating the motor vehicle while under the influence of a prescription drug in excess of the amount prescribed by the physician; or
  - Operating the motor vehicle while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- Suicide or attempted suicide (while sane or insane).
- War or any act of war (declared or not declared).
- \* These do not apply if the loss is caused by:
- An infection which results directly from the injury.
- Surgery needed because of the injury.

The injury must not be one which is excluded by the terms of this section.

### Changes to Your Coverage Amounts (CR. ON OS) OS ON NET!

The amount of your life insurance benefit and accidental death and personal loss principal sum depends on a variety of factors, including your earnings, employment status, and employee class. Your benefit level may change as the result of a change in one or more of these factors.

#### Changes in Contributory Coverage

A change in your rate of earnings, employment status or employee class may change the amount of your life insurance or accidental death and personal loss coverage. A reduction in your coverage will be effective on:

- The date you request a change in your life insurance and accidental death and personal loss coverage; or
- The date your earnings, status or class changes for all other coverage.

An increase in your insurance coverage will be effective on the date your earnings, status or classification changes. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance or accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

Important Reminder.

Lityou refuse art ancrease un ide ansurance of arceidmont death and personal desticavering, funds changes in your annotages status of class will not increase your coverage uniess. Actually, was written consent a result.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date Aema receives notice of the change, or as otherwise agreed upon between Aema and your employer.

The rules described above do not apply to reductions due to age or retirement. For more information, please refer to When Life and Accidental Death and Personal Law Insurance Amounts Are Reduced sections.

### Changes in Benefit Level

If a change in benefit level increases or decreases your insurance coverage, your new coverage amounts will be effective on the date of the change. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance or accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

linportant Reminder If you last deade so dest the increase (or any futing increase) in life its urance accordingly death and personal loss the change will be affective on the date Actua gives wastern consent.

### Changes in Dependent's Coverage

An increase or decrease in the amount of coverage for your dependent, as the result of a change in the dependent's age, status or benefit level change occurs. If you are not actively at work on the date of the change, the increase in your dependent's coverage will be postponed until you return to active work for one full day.

# When Life and Accidental Death and Personal Loss Insurance Coverage Amounts are Reduced (CR. SNO) 2025 01)

### Age Reduction Rules

Life insurance and accidental death and personal loss coverage amounts will be reduced at age 70 then continue to reduce according to the schedule below.

If You Are Age:	Your Insurance Amounts Will Be:
70	50% of your life and accidental death
	and personal loss coverage amount

Reductions are based on the amount of life insurance and accidental death and personal loss principal sum coverage amounts in force.

The reduction will take effect on the January 1st following the day of the calendar month in which you attain the limiting age.

If you become eligible for coverage after you reach age 70, your amount of life insurance and accidental death and personal loss coverage will be figured by multiplying:

- The amount of insurance you would have been eligible for prior to age 70; times
- The applicable percentage, based on your current age, as shown in the above schedule.

#### When You Retire

Life insurance and accidental death and personal loss coverage ends when you retire.

### If You Are Permanently and Totally Disabled (CR 9N 03-400 01)

If you qualify for extended life insurance because of a permanent and total disability (see Permanent and Total Disability Benefit), the plan's age reduction rules may not apply to you while you are under age 70. At age 70, the plan's age reduction rule will apply, and the amount of your life insurance will be reduced as described above. If you do not qualify as a retiree, your life insurance will end when you retire. Accidental death and personal loss coverage ends on the date you are eligible for extended life insurance.

After you cease active work with your employer due to illness or injury, you must ensure that Aetna and your employer have current beneficiary information on file. If current beneficiary information is not sent to Aetna in writing, and, the Policyholder has discontinued this Plan with Aetna, Aetna will have the right to rely on the most recent beneficiary information that Aetna or your employer has on file at the time of claim and will be fully discharged of its duties as to any payment made, if the payment is made before Aetna receives notification of a change in beneficiary.

### When Coverage Ends

Coverage under your plan can end for a variety of reasons. In this section, you will find details on how and why coverage ends, and how you may still be able to continue coverage.

### When Coverage Ends For Employees (CRON 30-005 02)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer, or
- Your employment stops for any reason, including job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work.
   However, if premium payments are made on your behalf, Aetna may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
  - If you are not actively at work due to illness or injury, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
  - If you are not actively at work due to temporary lay-off or leave of absence, your coverage may continue until stopped by your employer. Your coverage will not continue beyond the end of the policy month after the policy month in which your absence started. A "policy month" is defined in the group policy on file with your employer.
  - If you are eligible as a permanently and totally disabled employee, your coverage may be deemed to continue for Life Insurance while you remain eligible.

It is your employer's responsibility to let Aetna know when your employment ends. The limits above may be extended only if Aetna and your employer agree, in writing to extend them.

### Continuation of Coverage

### Handicapped Dependent Children (CR.9N 51-01502-AR)

Life Insurance, Accidental Death and Personal Loss Coverage, and Health Expense Coverage for your fully handicapped dependent child may be continued past the maximum age for a dependent child. However:

- Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if the child has been issued an individual life conversion policy.
- Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if at the time you
  become eligible for dependent coverage under this plan and your child's age has exceeded the maximum age for
  dependent children under this plan, even if your child was covered under a prior group plan on the day before
  this plan takes effect.
- Health Expense Coverage may not be continued if the child has been issued an individual medical conversion policy.

#### MVMPUMAPO2

#### Your child is fully handicapped if:

- he or she is not able to earn his or her own living because of mental retardation or a physical handicap which started prior to the date he or she reaches the maximum age for dependent children under your plan; and
- he or she depends chiefly on you for support and maintenance.

Proof that your child is fully handicapped must be submitted to Aetna.

Coverage will cease on the first to occur of:

- Cessation of the handicap.
- Failure to give proof that the handicap continues.
- Failure to have any required exam.
- Termination of Dependent Coverage as to your child for any reason other than reaching the maximum age under your plan.

Aetna will have the right to require proof of the continuation of the handicap. Aetna also has the right to examine your child as often as needed while the handicap continues at its own experise. An exam will not be required more often than once each year after 2 years from the date your child reached the maximum age under your plan.

### Converting to an Individual Life Insurance Policy (GRAN 3103001)

### Eligibility

You may be eligible to apply for an individual life insurance policy, called a conversion policy, if the group plan coverage for you or your dependents ends because:

- Your employment was terminated;
- You are no longer in an eligible class of; or
- Your coverage amount has been reduced because of the group policy age, pension or retirement reductions.

You may also convert your covered dependents life insurance to an individual policy, if:

- You are no longer in an eligible class that is eligible for dependent coverage; or
- Your dependent no longer qualifies as a covered dependent due to age.

Your dependents may convert their coverage as an individual policy if their coverage ends because:

- Your marriage ends in divorce or annulment; or
- You die.

In these circumstances, an application for conversion can be completed and submitted to Aetna without providing proof of good health.

When life insurance ends because that part of the group contract ends or because that part of the group contract discontinues as to your employee class, and your life insurance has been in force under the group contract for at least 5 years in a row, the amount in force less the amount of any group life insurance for which the person becomes eligible within 31 days of the date coverage ended may be converted to an individual policy. The maximum amount that can be converted by each person is \$10,000.

### MVMPUMAPO2

### Features of the Conversion Policy

The amount of coverage in the conversion policy will be determined at the time of application. The policy will take into consideration:

Your age or the age of your dependents,

- The group plan's policy value in force in the prior 5 year period and the current entitlement under the group plan,
- Aetna's available products at the time of application.

The converted policy may be any kind of individual policy then customarily being issued for the amount being converted and for your age (nearest birthday) on the date it will be issued. The provisions of the conversion policy may not be the same as the provisions of the group plan. The conversion policy may not be a term policy, may not include disability or other supplementary benefits, it may contain exclusions, or may have exclusions that are different from those in the group policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.

### Your Premiums and Payments

Aetna will set the premium cost for the converted policy at the customary rates in effect at the time the policy is issued. You will be responsible for making premium payments on a timely basis.

### **Electing Conversion**

You or your dependents will need to apply for an individual policy within 31 days after your group life insurance coverage ends or is reduced.

Your employer will provide you or your dependents with a copy of the application for conversion of term life insurance, which features detailed instructions.

Submit your completed application along with the first premium payment to Aetna within 31 days after your insurance ends for the reasons stated above.

### When An Individual Policy Becomes Effective

Your individual policy will become effective after Aetna has processed your completed application and premium payment. The individual policy will become effective at the end of the 31 day period described in the Electing Conversion section.

### Impact of Death during Conversion Application Timeframe

If you or your dependent die during the 31-day conversion period and before the individual policy becomes effective, benefits to your beneficiary will be paid through your group plan. The amount payable is limited to the maximum amount that would have been converted to your individual policy. This limit will apply even if Aetna has not received a conversion application or the first premium payment for the individual policy.

### If You Are Totally Disabled

You may be entitled to certain rights or benefits under the life insurance portion of this plan if you are or become permanently and totally disabled.

If you exercise your conversion privilege, and it is later determined that you are eligible for life insurance under this plan because you were permanently and totally disabled at the time your Life Insurance ended, please follow the guideline in the description of the disability provision in the Life Insurance Plan section.

### **General Provisions**

(CR.9N 32-005 02)

### Legal Action

The following information does not apply to Life Insurance.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

Aetna will not try to reduce or deny a benefit payment on the grounds that a condition existed before your coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

### Confidentiality

Information contained in your medical records and information received from any provider incident to the provider patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by Aetna when necessary for the operation of the plan and administration of this Booklet-Certificate, or other activities, as permitted by applicable law. You can obtain a copy of Aetna's Notice of Information Practices by calling Aetna's toll-free Member Service telephone.

### Additional Provisions

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under the plan because you are connected with more than one employer.
- In the event of a misstatement of any fact affecting your coverage under the plan, the true facts will be used to determine the coverage in force.
- This document describes the main features of the plan. Additional provisions are described elsewhere in the group policy. If you have any questions about the terms of the plan or about the proper payment of benefits, contact your employer or Aetna. Otherwise, you may write to the following address:

Aetna Life Insurance Company Quality Management, MC19 151 Farmington Avenue Hartford, Connecticut 06156

Your employer hopes to continue the plan indefinitely but, as with all group plans, the plan may be changed or discontinued with respect to your coverage.

### Assignments

An assignment is the transfer of your rights under the group policy to a person you name. Actua and your employer must give written consent to the assignment.

To request assignment of your Life Insurance or Accidental Death & Personal Loss coverage you must complete an assignment form. Forms are available from your employer. Send the completed form to Aetna for consent. You may wish to contact legal counsel prior to assigning your life insurance or accidental death benefit coverage rights. Neither your employer nor Aetna guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

### Claims of Creditors

Life and Accidental Death and Personal Loss benefit payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption applies to the debts of your beneficiary, too.

### **Misstatements**

If any fact as to the Policyholder or you is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or you shall be deemed representations and not warranties. No written statement made by you shall be used by Aetua in a contest unless a copy of the statement is or has been furnished to you or your beneficiary, or the person making the claim.

Aetna's failure to implement or insist upon compliance with any provision of this policy at any given time or times, shall not constitute a waiver of Aetna's right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

### Incontestability

During the first two years that your insurance is in force, any statement that you have made may be used by Aetua in contesting the validity of that coverage. This also applies to any increase in your coverage for the two years that follow the effective date of that increase, if evidence of good health was required in order for the increase to take effect.

Once coverage (including any increases in coverage) has been continuously in effect for two years, the validity of your insurance (or increase in coverage) under this plan shall not be contested by Aetna unless your statement was in writing on a form signed by you and was fraudulently made in order to obtain that coverage or increase.

Actna may also contest the validity of your insurance at any time under this plan for non-payment of premiums when

### Reporting of Claims (CRON 22 02001)

You are required to submit a claim to Aetna in writing. Claim forms may be obtained from Aetna.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as Aetna, may reasonably request.

### Reporting of Accidental Death & Personal Loss Claims

In addition to the above, a claim must be submitted to Aetna in writing within 90 days for Accidental Death & Personal Loss Coverage. All claims must give proof of the nature and extent of the loss. Your employer has claim forms.

### Reporting of Life Insurance Claims

In addition to the above, a claim must be submitted to Aetna in writing.

If, through no fault of your own, you are not able to meet the deadline for filing claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims for Accidental Death and Personal Loss Coverages will not be covered if they are filed more than 2 years after the deadline.

### Payment of Benefits (GR-9N-52 6025-602)

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits.

Any death benefit payable under the Life Insurance Plan and Accidental Death and Personal Loss Coverage for the loss of life will be paid in accordance with the beneficiary designation. The total proceeds of any benefit will be paid by delivery of a checkbook: One check may be written by the checkbook holder to access the entire proceeds, or multiple checks may be written until the entire checkbook balance is withdrawn or the checkbook balance drops below Aetra's minimum balance requirements. Aetra will credit interest compounded daily on the checkbook balance not withdrawn at a guaranteed minimum rate equal to the current Bank Rate Monitor Index® which tracks money market interest rates paid on bank deposits, or an equivalent measure if this index is not available, plus 0.25%.

Payments, however, made outside the United States, to an assignee, to a representative of a beneficiary, to a non-natural person, on behalf of a minor, for accelerated death benefits, or in an amount less than \$5,000 will be paid by check and not by delivery of a checkbook.

If your beneficiary is a minor or, in Aetna's opinion, legally unable to give a valid release for payment of any life insurance benefit or accidental death and personal loss coverage, the benefit will be payable to the guardian of the estate of the minor, or to the custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Any unpaid balance will be paid within 30 days of receipt by Aetna of the due written proof. This paragraph does not apply to Life Insurance.

Actna may pay up to \$1,000 of any other benefit to any of your relatives whom it believes are fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate. This paragraph does not apply to Life Insurance.

### Contacting Aetna

If you have questions, comments or concerns about your benefits or coverage, or if you are required to submit information to Aema, you may contact Aema's Home Office at:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

You may visit Aema's web site at www.aema.com.

### Effect of Prior Coverage - Transferred Business (GRON 3200001)

If your coverage under any part of this plan replaces any prior coverage for you, the rules below apply to that part.

"Prior coverage" is any plan of group coverage that has been replaced by coverage under part or all of this plan; it must have been sponsored by your employer (e.g., transferred business). The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

Your Life Insurance or Accidental Death and Personal Loss coverage under this plan replaces and supersedes any prior life insurance or accidental death benefit coverage. It will be in exchange for everything as to the prior life insurance or accidental death benefit coverage. If you or your beneficiary becomes entitled to claim under the prior life insurance or accidental death benefit coverage, your Life Insurance or Accidental Death and Personal Loss coverage under this plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance or Accidental Death and Personal Loss coverage under this plan will be returned to your employer.

The beneficiary you named under a prior Aetna Life Insurance or Accidental Death and Personal Loss coverage plan will apply to this plan. This can be changed according to the terms of this plan.

#### (GR-9N 32-040-01)

The Active Work Rule will not apply on the day after the date your prior coverage terminates. The amount of your life insurance or accidental death benefit coverage will be the amount in effect under the prior coverage on the day before you become insured for Life Insurance or Accidental Death and Personal Loss coverage under this policy.

Any Age Reduction Rule or Retirement Rule of this policy will apply to you if:

- The Rules do not provide a greater amount of Life Insurance or Accidental Death and Personal Loss coverage than your amount under the prior coverage; or
- Your Life Insurance or Accidental Death and Personal Loss coverage had not been reduced under the prior coverage due to age or retirement.

If you do not return to active work within 12 months from the date Life Insurance goes into effect, Life Insurance will cease at the end of such 12 month period. This will happen unless Aetna determines you are eligible for extended insurance as a permanently and totally disabled employee under the terms of any Permanent and Total Disability Benefit of this policy.

This provision shall terminate if:

- Your Life Insurance terminates; or
- · You meet the Active Work Rule.

If you stay insured or again become eligible, this policy shall apply to you as though this provision were not included.

# Glossary

In this section, you will find definitions for the words and phrases that appear in bold type throughout the text of this Booklet-Certificate.

### ${f A}$ (CTR-9N 34-005 02)

### Accident (GR-9N 34-005 02)

This means a sudden external trauma that is; unexpected; and unforeseen; and is an identifiable occurrence or event producing, at the time, objective symptoms of a external bodily injury. The accident must occur while the person is covered under this Policy. The occurrence or event must be definite as to time and place. It must not be due to, or contributed by, an illness or disease of any kind including a reaction to a condition that manifests within the human body or a reaction to a drug or medication regardless of the reason you have consumed the drug or medication.

### Active at Work; Actively at Work; Active Work (CR.9N 34-005 02)

You will be considered to be active at work, actively at work or performing active work on any of your employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

- any day which is not one of your employer's scheduled work days if you were actively at work on the preceding scheduled work day; or
- a normal vacation day.

### Aetna

Aetna Life Insurance Company.

#### Airbag

An airbag is:

- An unaltered airbag installed by the manufacturer of the motor vehicle; or
- An airbag:
  - Provided by the manufacturer of the motor vehicle; and
  - Installed by an authorized motor vehicle dealer.

### C (GR-9N 34-015 02)

#### Coma or Comatose

A profound state of unconsciousness from which you or your covered dependent cannot be aroused to consciousness, even by powerful simulation, as certified by a physician.

### H (GR.9N 34-040 02)

#### Hospital

An institution that:

- Is primarily engaged in providing, on its premises, inpatient medical, surgical and diagnostic services;
- Is supervised by a staff of physicians;
- Provides twenty-four (24) hour-a-day R.N. service,
- Charges patients for its services;

### MVMPUMAP02

- Is operating in accordance with the laws of the jurisdiction in which it is located; and
- Does not meet all of the requirements above, but does meet the requirements of the jurisdiction in which it operates for licensing as a hospital and is accredited as a hospital by the Joint Commission on the Accreditation of Healthcare Organizations.

In no event does hospital include a convalescent nursing home or any institution or part of one which is used principally as a convalescent facility, rest facility, nursing facility, facility for the aged, extended care facility, intermediate care facility, skilled nursing facility, hospice, rehabilitative hospital or facility primarily for rehabilitative or custodial services.

### Hospitalization

Is necessary and continuous confinement as an inpatient in a hospital is required and a charge for room and board is

### I (CR 2N 31-015 02)

### Illness (CRAN 34045 02)

A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to it and that sets the condition apart as an abnormal entity differing from other normal or pathological body

#### Injury (GR-9N 34-045 02)

An accidental bodily injury that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place. An injury is not the direct result of illness.

#### L (GR-9N 34-055 01)

### Legally Licensed Child Care Center

A facility that is:

- Duly licensed, certified, or accredited by the jurisdiction in which it is located to provide child care; and
- Operating in compliance with applicable laws and regulations of the jurisdiction.

### M (CR-9N 34-065 02)

#### Motor Vehicle

This is a vehicle or vessel that is powered by any form of a motor, whether or not registered for land, air or water use and it is:

- A passenger land or water vehicle of pleasure design which includes autos, vans, trucks, three or four-wheel all terrain vehicles (ATV), motorcycles, motor scooters, four wheel drive vehicles, snowmobiles, and self-propelled motor homes; or
- A vehicle of commercial use or design which includes, but is not limited to a cab, limousine, tractor trailer or box truck, a bus or lawn tractor; or
- Any form of motorized equipment designed for use in construction or demolition which includes, but is not limited to a buildozer, crane, front-loader, backhoe, steam coller or paver; or
- A vehicle designed for water use which includes, but is not limited to a boat, ship, jet-ski or personal water craft
  of any design, including sail-boats or other wind powered water craft; or

- A vehicle designed for air use which includes, but is not limited to a plane (including a glider), jet, an ultra-light aircraft or helicopter; or
- A vehicle used for any form of racing or any other type of competitive event, or
- A vehicle designed for use in farming.

For purposes of the passenger restmint and airbag benefit only, the following will not be considered to be a motor vehicle:

- Any motor vehicle which has been altered and no longer meets the licensing and registration requirements of the State where the accident occurred;
- A motorcycle, motor scooter moped or any other form of self-propelled two wheel vehicle;
- A snowmobile;
- A boat, jet-ski or personal water craft;
- A plane, helicopter or ultra-light aircraft,
- An "ATV" all terrain vehicle;
- A military vehicle;
- A vehicle used for farming;
- A subway or train;
- A vehicle used for any form of racing or any other type of competitive event.

### P

### Passenger Restraint

This is a restraint that is:

- An unaltered seat belt or lap and shoulder restraint installed by the manufacturer of the motor vehicle; or
- A seat belt or lap and shoulder restraint:
  - Provided by the manufacturer of the motor vehicle; and
  - Installed by an authorized motor vehicle dealer; and
- Any child restraint device that is properly secured in the motor vehicle and meets the definition of the law of the state in which the motor vehicle is licensed and registered.

#### Physician

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate;
- Under applicable insurance law is considered a "physician" for purposes of this coverage;
- Has the medical training and clinical expertise suitable to treat your condition;
- Specializes in psychiatry, if your illness or injury is caused, to any extent, by alcohol abuse, substance abuse or a mental disorder, and
- A physician is not you or related to you.

### T (GR-9N 34-095-01 GA) (GR-9N 34-100 02)

Third Degree Burns

A full thickness burn, which is the most severe of the three burns extending near to the bone.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.

### Additional Information Provided by

### Financial Network

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Actna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

Employer Identification Number: 20-3620873.

Plan Number: 501

Type of Plan: Welfare

Type of Administration: Group Insurance Policy with:

> Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

Plan Administrator: Financial Network 3226 Citation Ave NW Kennesaw, GA 30144

Agent For Service of Legal Process: Financial Network 3226 Citation Ave NW Kennesaw, GA 30144

End of Pian Year: December 31

Source of Contributions: Employer and Employee

Procedure for Amending the Plan:
The Employer may amend the Plan from time to time by a written instrument signed by the Plan Administrator.

ERISA Rights

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500) Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

Prudent Actions by Plan Fiduciaries

In addition to exeating eights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for assertingsyour rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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> Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

> This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Actna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, your Employer may allow you to continue coverage for which you are covered under the group contract on the day before the approved FMLA leave starts. This includes coverage for your eligible dependents.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If the group contract provides continuation of coverage (for example, upon termination of employment), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.